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SUZETTE OLSON - PROCUREMENT

NO. 0206 P. 2

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BBWI FORM
PROC-1811b
05/01**CONTRACT NO. 00026137**
BECHTEL BWXT IDAHO, LLC (BBWI)

2525 Fremont Avenue

P. O. Box 1625, Idaho Falls, ID 83415-3975

OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: North Wind, Inc.
P.O. Box 51174
Idaho Falls, ID 83405

Effective Date: 11/17/2003

To: Brad Nelson
Phone: (208) 528-8718
Fax No.: (208) 528-8714

Completion Date: 02/02/2005

1. STATEMENT OF WORK

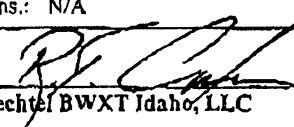
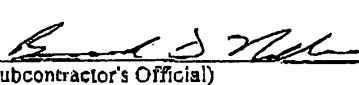
- 1.1. North Wind ~~Environmental~~^{SOW}, Inc. (Subcontractor) shall furnish services listed in Statement of Work, SOW-1411, Revision 1, dated 11/13/2003, and entitled "WAG 10 Track 2 Investigation," in accordance with the requirements, terms and conditions specified or referenced in this Contract.
- 1.2. This is a fixed-rate, ceiling-priced, labor hour Contract for the period of 11/17/2003 through 02/02/2005. The quantity of hours shown is an estimate to be used during the specified period of this Contract. The estimated quantity does not obligate, guarantee, or imply that this quantity will be purchased. Payment will be made for services rendered and accepted by BBWI. Pricing (i.e., fixed labor rates) is firm for the specified period of this Contract.

2. RESOURCES

- 2.1. The Subcontractor shall provide all resources, e.g., materials, labor, and equipment, necessary to fulfill the requirements of this Contract, except as otherwise specified.

3. APPLICABLE DOCUMENTS

- 3.1. The following documents are incorporated into, and become a part of, this Contract:
- 3.1.1. Statement of Work, SOW-1411, Revision , dated 11/13/2003, and entitled "WAG 10 Track 2 Investigation."

Subcontract Administrator: Derek Flynn	Telephone: (208) 526-1951	Ceiling Price: XXXXXXXXXX
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 30 Days
Billing Address: Accounts Payable BBWI P. O. Box 1625 Idaho Falls, ID 83415-3117 Derek Flynn	Signed:  Bechtel BWXT Idaho, LLC	11/17/03 Date
	Title: <u>Project Procurement Manager</u>	
	Signed:  (Subcontractor's Official)	11/17/03 Date
	Title: <u>Sr. Contract Administrator</u> Return one signed copy of this Contract to BBWI.	

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- 3.1.2. Subcontractor Requirements Manual, required parts identified in Form 540.10, "Subcontractor Requirements Manual (SRM) Applicability," applicable to Contract No. 00026137 (<http://www.inel.gov/procurement/subcontractor-info.asp>). The Subcontractor and all lower-tiers shall perform work in accordance with the SRM, to the extent specified therein. The Subcontract Administrator (SA) shall notify the Subcontractor of changes to the SRM. The Subcontractor shall notify the SA within 15 days of the notification if any material impact on cost or schedule results from the SRM change. The notice shall include an assessment of the cost or schedule impact associated with the SRM change. The SA shall provide direction to proceed or not proceed with the SRM change. If direction is provided to proceed, the Subcontractor must proceed with the execution of the work as modified by the SRM change and a request for equitable adjustment may be submitted by the Subcontractor consistent with the Changes clause.
 - 3.1.3. Form 472.46, "Subcontractor Termination Checklist."
 - 3.1.4. Form 540.33, "Information/Change Request."
 - 3.1.5. Form PROC-1861, "Occurrence Notification and Reporting by the Supplier."

4. TERMS AND CONDITIONS

- 4.1. General Provisions: The following document is incorporated by reference and hereby forms a part of this action: Bechtel BWXT Idaho, LLC General Provisions for Nonconstruction Subcontracts and Purchase Orders, Form PROC-183 Rev. April 2003. Note: BBWI's General Provisions are available at the following Internet address:
<http://www.inel.gov/procurement/formsdocuments.asp>.
- 4.2. Certification of Eligibility: Subcontractor, by entering into this Contract, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this Contract shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 4.3. Hazards Training: Pursuant to 29 CFR 1910.1200, BBWI will provide Subcontractor's personnel with necessary information and training for any hazards to which Subcontractor's personnel may be exposed while working at the INEEL.
- 4.4. Responsibility of Subcontractor: Subcontractor shall be responsible for the professional quality and technical accuracy of services provided under this Contract. Subcontractor shall perform all rework required due to errors and/or omissions by Subcontractor's personnel at no charge to BBWI. Neither BBWI's review, approval, or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and Subcontractor shall be and remain liable to BBWI in accordance with applicable law for all reperformance of services caused by Subcontractor's own negligent performance of any of the services furnished under this Contract or any errors, omissions, or deficiencies. The rights and remedies of BBWI provided for under this Contract are in addition to any other rights and remedies provided by law. If Subcontractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder. This paragraph takes precedence over all other clauses, provisions or articles in this Contract or applicable General Provisions.

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- 4.5. Subcontractor Employees: In carrying out the work under this Contract, the Subcontractor's employees shall be and remain employees of the Subcontractor, and shall not be deemed BBWI employees. The Subcontractor has a responsibility to convey this fact to employees performing work at BBWI facilities. As such, all personnel issues involving Subcontractor employees, such as discipline, request for pay raises, and other related matters, shall be appropriately resolved by the Subcontractor.
- 4.6. Sensitive Information: When Subcontractor's employees have, or could have, access to sensitive information pertaining to any business or government agency, Subcontractor shall ensure that its employees are aware of the necessity to safeguard such information by not disclosing it to individuals or companies outside of BBWI.
- 4.7. Subcontractor shall comply with DEAR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution (formerly DEAR 970.5204-2).
- 4.8. On-Site Equipment Use Requirements: All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INEEL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.
- 4.9. Supplier Performance Evaluation System (SPES): BBWI evaluates Subcontractor performance in accordance with the SPES. The Subcontractor shall be formally evaluated no less than quarterly as applicable, and upon completion of the work. A minimum score of 80 points out of 100 is required to maintain approved status. Information concerning the SPES is available for review at : <http://www.inel.gov/procurement/subcontractor-info.asp>. Select INEEL Supplier Management Program.
- 4.10. Security Requirements
- 4.10.1. Subcontractor personnel performing on-site services under this Contract shall have a Building Access Only (BAO) clearance. Unless otherwise approved by BBWI in writing, Subcontractor personnel (including lower-tier Subcontractors) must be U. S. citizens to gain admittance to the site. Subcontractor shall request the number of security packets, from the BBWI Subcontract Administrator, needed for this Contract.
- 4.10.2. Within one week after placement of the Contract, Subcontractor must submit to BBWI Security a completed security packet for each person requiring BAO clearance. Approximately three weeks are required to process a BAO clearance after BBWI's receipt of an acceptable security packet.

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- 4.10.3. The Subcontractor must obtain a sufficient number of BAO clearances to provide a margin for illnesses, personnel terminations and individuals whose clearances require extended processing time.
- 4.10.4. Subcontractor's failure to obtain sufficient BAO clearances to have a crew of sufficient size BAO-cleared in time to meet completion/delivery requirements may result in termination of the Contract for default.
- 4.11. Anti-Kickback Act: By acceptance of this Contract, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.
- 4.12. Information Change Requests: All Subcontractor requests for information or change during the performance period shall be transmitted to BBWI using Form 540.33, Information/Change Request (I/CR). I/CRs shall be prepared and completed in accordance with the form instructions and submitted directly to the Subcontract Administrator. Form 540.33 is available at: <http://www.inel.gov/procurement/formsdocuments.asp>.
- 4.13. Technical Changes: Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.32, Procurement Change Notice.
5. **PRICE**
- 5.1. The ceiling price of this Contract is [REDACTED]
- 5.2. BBWI shall not be obligated to pay the Subcontractor any amount in excess of the ceiling price established in the Contract, and the Subcontractor shall not be obligated to continue performance, if to do so, would exceed that price ceiling, unless and until, BBWI shall have notified the Subcontractor, in writing, that such price ceiling has been increased and shall have specified in such notice a revised price ceiling, which shall thereupon constitute the price ceiling for performance under this Contract.
- 5.3. Labor: The ceiling price for labor is [REDACTED]. The Subcontractor shall be paid at the hourly labor rates established herein up to 720 hours for services rendered in performing the statement of work. The hourly labor rates are fully burdened, i.e., they include all elements of direct cost, indirect cost, and profit. An increase in maximum hours must have BBWI's concurrence, evidenced by written Amendment to this Contract, in advance of the Subcontractor exceeding the maximum hours. The Subcontractor shall maintain suitable records showing time actually expended by employees by name and applicable labor category; these records must be furnished to BBWI, upon BBWI's request.


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- 5.4. Travel Expenses: The ceiling amount for travel expenses is \$517.00. The Subcontractor shall be reimbursed for mileage costs associated with BBWI authorized travel. For these purposes only, travel by personal car will be reimbursed at the maximum rate per mile allowed under the Federal Travel Regulations (FTRs) in effect at the time such travel is performed. G&A of 10.89% and Fee of 8.0% will be paid on authorized travel expenses.
- 5.5. Most Favored Customer: By entering into this Contract, Subcontractor warrants that the pricing stated herein is not greater than that charged Subcontractor's most favored customer for like quantities of the same or similar services under like conditions of sale. BBWI and/or the U.S. Government shall have the right to examine Subcontractor's records to ensure compliance with this warranty. Subcontractor agrees to refund any amount paid by Buyer which exceeds the price charged any of Subcontractor's customers for like quantities of the same or similar services under like conditions of sale one year from the date of this Contract.
- 5.6. Billing and Payment: Subcontractor shall be paid upon the submission of itemized monthly invoices for services rendered during the preceding calendar month, less deductions, if any, as herein provided. Invoices must be substantiated by daily time sheet records and a breakdown or list of personnel, labor category, hourly rate and dates of service covered by the invoice. Labor costs will be computed by multiplying the appropriate hourly rate set forth above by the number of direct labor hours actually expended in performance of work. Fractional parts of an hour shall be payable to the nearest half hour. The Subcontractor shall not be compensated for travel time. The hourly rates shown are applicable to all services, regardless of whether they were performed at straight time or overtime work.
6. COMPLETION DATE
- 6.1. This Contract shall be in effect through 02/02/2005.
7. INSPECTION/ACCEPTANCE
- 7.1. Final inspection of material, equipment or services under this Contract will be performed at the INEEL. Acceptance under this Contract occurs at the time BBWI authorizes final payment.
8. ADMINISTRATION
- 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Brad Nelson.
- 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Derek Flynn, or an authorized Subcontract Administrator named herein or Procurement Manager.
- 8.3. Technical Representative. The Subcontract Technical Representative (STR) assigned to this Contract is Doug Vandel. BBWI's STR is responsible for technical direction and oversight of the work, during the period of performance. The STR is solely and exclusively authorized to provide

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day-to-day technical direction and support in connection with the subcontracted work. The STR is not authorized to make any changes to the contract. Changes are authorized only by the Subcontract Administrator, by written change notice/order and to the extent required, contract amendment. Technical direction by the STR includes, but is not limited to: redirecting the contract effort, shifting work emphasis between locations and/or tasks, responding to Subcontractor inquiries/issues, and providing additional information/detail as may be required; providing documented information concerning scope change or clarification; and providing compliance oversight and interpretation of the Subcontract Requirements Manual.

- 8.4. Notices: Any notice provided for this action shall be considered as having been given:
- 8.4.1. To BBWI, if mailed electronically via e-mail ("fln@inel.gov") or fax, or if delivered personally to Derek Flynn, or if mailed by U. S. Mail addressed to Derek Flynn, Bechtel BWXT Idaho, LLC, Mailstop 3975, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3975; or
 - 8.4.2. To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at P.O. Box 51174, Idaho Falls, ID 83405.

Identifier: SOW-1411	STATEMENT OF WORK FOR WAG 10 TRACK 2 INVESTIGATION	
Revision: 1		
Date: 11/13/2003		
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1. SCOPE


1.1 Introduction

The Idaho Completion Project (ICP) Balance of INEEL Cleanup (BIC) Waste Area Group (WAG) 10, as directed by the Federal Facility Agreement and Consent Order (FFA/CO), (DOE, 1991), will be performing a Track 2 investigation on four CERCLA sites. The sites consist of the Experimental Test Drum in EOCR-01 Leach Pond, the Soil Filled Concrete Ring (CFA-10A), the TRA-605 Warm Waste Line (TRA-63), and the Fenced Area North of TRA-608 (TRA-60). The purpose of this investigation is to gather additional data which will be used in the preparation of the WAG 10 Operable Unit (OU) 10-08 Remedial Investigation/Feasibility Study (RI/FS). The four sites will be combined into a single Track 2 investigation and will include a Statement of Work, a Field Sampling Plan (FSP), and a Health and Safety Plan (HASP) that are reviewed and approved by the Agencies. After approval of these plans by the Agencies, sampling of the contaminated sites per the plans will be performed and a summary Track 2 report will be prepared.

1.2 Work Included

The work included in this Statement of Work consists of the following:

- 1) Preparation of the Track 2 Scoping Strategy – The subcontractor shall develop a scoping strategy that summarizes the scope to be performed, schedule, and deliverables. This document will be drafted, submitted to the ICP Operational Review Board (ORB) for review, and revised accordingly to address ORB comments. The document shall then be reviewed by the Agencies in accordance with Paragraph 2.4 of the Action Plan for Implementation of the Federal Facility Agreement and Consent Order (DOE-ID 1991) and finalized by incorporating Agency comments.
- 2) Preparation of the Track 2 FSP – The Track 2 FSP provides guidance for the site-specific investigation including sampling, quality assurance, quality control, analytical procedures, and data management. Use of the FSP will ensure that data are scientifically valid and defensible and of known and acceptable quality. This document will be drafted, submitted to the ICP Operational Review Board (ORB) for review, revised accordingly to address ORB comments, submitted to the Agencies for review, and finalized by incorporating Agency comments.

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- 3) Preparation of the Track 2 HASP – The Track 2 HASP establishes the requirements and controls that will be used to eliminate or minimize health and safety hazards associated with personnel conducting these specific Track 2 investigations. The HASP will be prepared to meet the requirements of the Occupational Safety and Health Administration standard “Hazardous Waste Operations and Emergency Response” (29CFR1910.120). The HASP will contain the safety and health hazards assessment for conducting these Track 2 investigations. This document will be drafted, submitted to the ICP Operational Review Board (ORB) for review, revised accordingly to address ORB comments, and submitted to DOE for review.
- 4) Performance of Track 2 field investigation – This activity includes completing the required field work (i.e. collection of samples, completing field log books, etc.) as specified in the Track 2 FSP. This fieldwork will be completed in accordance with the Track 2 HASP and all other INEEL requirements.
- 5) Preparation of the Track 2 Summary Report - The Track 2 Summary Report summarizes the field work completed and the analytical results from the associated sampling. This document contains a description of the site background, hazardous substances, groundwater concerns (if applicable), surface water concerns (if applicable), air concerns (if applicable), health and environmental concerns, quality assurance/quality control, and recommendations for remedial action.
- 6) Weekly Status Reports – Weekly Status Reports will be submitted by the subcontractor. These reports will contain accomplishments for the week, work planned for the next week; any unresolved issues and/or problems, and the overall status of the project.

2. APPLICABLE CODES, PROCEDURES, AND REFERENCES

DOE-ID, 1991, Federal Facility Agreement and Consent Order for the Idaho National Engineering Laboratory, Administrative Record No. 1088-06-29-120, U. S. Department of Energy Idaho Operations Office; U. S. Environmental Protection Agency, Region 10; Idaho Department of Health and Welfare, December 3, 1991.

DOE-ID, 2002, Quality Assurance Project Plan for Waste Area Groups 1, 2, 3, 4, 5, 6, 7, 10, and Inactive Sites, DOE/ID-10587, Revision 7, U. S. Department of Energy Idaho Operations Office, Idaho Falls, Idaho, September 2002.

All other applicable codes, procedures, and references contained in the approved Track 2 FSP and HASP (which will be prepared).

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3. TECHNICAL AND FUNCTIONAL REQUIREMENTS

None.

4. ENVIRONMENTAL, SAFETY, HEALTH, AND QUALITY ASSURANCE REQUIREMENTS

4.1 Environmental

All other applicable requirements contained in the approved Track 2 Statement of work, FSP, and HASP (which will be prepared).

4.2 Safety and Health

All other applicable requirements contained in the approved Track 2 Statement of work, FSP, and HASP (which will be prepared).

4.3 Quality Assurance/Control

All other applicable requirements contained in the approved Track 2 Statement of work, FSP, and HASP (which will be prepared).

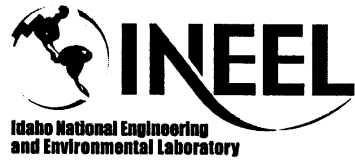
5. RESPONSIBILITIES

The subcontractor is responsible for the performance of work described in Section 1.2.

6. DELIVERABLE SCHEDULE

Deliverables will include:

- 1) The draft Track 2 Scoping Strategy shall be submitted for ORB review on or before December 2, 2003. The ORB review will take place from December 3, 2003 until December 17, 2003. Comments from the ORB review will be resolved by January 7, 2004. The document will be transmitted to the Agencies for review on January 8, 2004. Agency review will be completed on February 9, 2004. Comments from the Agency review will be resolved by February 23, 2004 and the document will be finalized on February 24, 2004.
- 2) The draft Track 2 FSP shall be submitted for ORB review on or before February 5, 2004. The ORB review will take place from February 6, 2004 until February 19, 2004. Comments from the ORB review will be resolved by March 4, 2004. The document will be transmitted to the Agencies for review on March 5, 2004. Agency

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review will be completed on April 2, 2004. Comments from the Agency review will be resolved by April 30, 2004 and the document will be finalized on May 3, 2004.

- 3) The draft Track 2 HASP shall be submitted for ORB review on or before February 5, 2004. The ORB review will take place from February 6, 2004 until February 19, 2004. Comments from the ORB review will be resolved by March 4, 2004. The document will be finalized on March 5, 2004.
- 4) The performance of the Track 2 field investigation will be performed from May 4, 2004 until June 1, 2004.
- 5) The draft Track 2 Summary Report shall be submitted for ORB review on or before October 28, 2004. The ORB review will take place from October 29, 2004 until November 11, 2004. Comments from the ORB review will be resolved by November 29, 2004. The document will be transmitted to the Agencies for review on November 30, 2004. Agency review will be completed on January 4, 2005. Comments from the Agency review will be resolved by February 1, 2005 and the document will be finalized on February 2, 2005.
- 6) The Weekly Status Reports will be submitted by close of business each Thursday.

7. SUBMITTALS

None.

8. ACCEPTANCE

Acceptance of deliverables will be considered complete when the deliverables, specifically documents, have been finalized.

9. APPENDICES

None.

10. ATTACHMENTS

None.